RYAN G. WELDON
BRYAN T. DAKE
Assistant U.S. Attorneys
U.S. Attorney's Office
P.O. Box 3447
Great Falls, MT 59403
119 First Ave. North, Suite 300
Great Falls, MT 59403
Phone: (406) 761-7715
FAX: (406) 453-9973
E-mail: Ryan.Weldon@usdoj.gov
Bryan.Dake@usdoj.gov

ATTORNEYS FOR PLAINTIFF
UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION

UNITED STATES OF AMERICA, **Plaintiff,** **vs.** **ENCORE SERVICES, LLC,** **ZACHARY BROOKE ROBERTS,** **and MARTIN GASPER MAZZARA,** **Defendants.**	**CR 16-19-GF-BMM** **OFFER OF PROOF**

THE CHARGE

The defendants, ENCORE SERVICES, LLC, ZACHARY BROOKE ROBERTS, and MARTIN GASPER MAZZARA, are charged by a Second Superseding Indictment and a Superseding Information as follows:

- ENCORE SERVICES, LLC (Second Superseding Indictment)
  - Count I – Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371;
  - Count V – Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956(h)

- ZACHARY BROOKE ROBERTS and MARTIN GASPER MAZZARA (Superseding Information)
  - Count I – Conspiracy to Commit Wire Fraud and Engaging in Money Transactions in Property Derived from Specified Unlawful Activity, in violation of 18 U.S.C. § 371

PLEA

The defendant, ENCORE SERVICES, LLC, will enter voluntary pleas of guilty to Counts I and V of the Second Superseding Indictment. The defendants, ZACHARY BROOKE ROBERTS and MARTIN GASPER MAZZARA, will enter voluntary pleas to Count I of the Superseding Information. The United States presented any and all formal plea offers to the defendants in writing. The motion for change of plea filed with the Court represents, in the government's view, a more favorable disposition than if the case proceeded to trial. *See, e.g., Missouri v. Frye*, 132 S. Ct. 1399 (2012).

ELEMENTS

The defendant, ENCORE SERVICES, LLC, will plead guilty because it is in fact guilty of Count I of the Second Superseding Indictment. In pleading guilty to Count I, the defendant company acknowledges that:

> **First,** the defendant company had an agreement between two or more persons to commit wire fraud;
>
> **Second,** the defendant company became a member of the conspiracy knowing of at least one of its objectives and intending to accomplish it; and,
>
> **Third,** one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

The defendant, ENCORE SERVICES, LLC, will plead guilty because it is in fact guilty of Count V of the Second Superseding Indictment. In pleading guilty to Count V, the defendant company acknowledge that:

> **First,** the defendant company had an agreement between two or more persons to commit money laundering;
>
> **Second,** the defendant company became a member of the conspiracy knowing of at least one of its objectives and intending to accomplish it; and,
>
> **Third,** one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

The defendants, ZACHARY BROOKE ROBERTS and MARTIN GASPER MAZZARA, will plead guilty because they are in fact guilty of Count I of the

Superseding Information. In pleading guilty to Count I, the defendants acknowledge that:

> **First,** there was an agreement between two or more persons to commit wire fraud and engaging in monetary transactions in property derived from specified unlawful activity as charged in the superseding information;
>
> **Second,** the defendant became a member of the conspiracy knowing of at least one of its objects and intending to accomplish it; and,
>
> **Third,** one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

PENALTY

For ENCORE SERVICES, LLC, Count I of the Second Superseding Indictment charges the crime of Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 371. Count I carries a maximum fine of $500,000 and a $400 special assessment. For ENOCRE SERVICES, LLC, Count V of the Second Superseding Indictment charges the crime of Conspiracy to Commit Money Laundering, in violation of 18 U.S.C. § 1956(h). Count V carries a maximum fine of $2,400,000 and a $400 special assessment.

For ZACHARY BROOKE ROBERTS and MARTIN GASPER MAZZARA, Count I of the Superseding Information charges the crime of Conspiracy to Commit Wire Fraud and Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, in violation of 18 U.S.C. §

371. Count I, for each defendant, carries a maximum term of imprisonment of 5 years, a fine of $250,000, and a $100 special assessment.

In this case, the parties stipulate that the full restitution due to the Chippewa Cree Tribe is $2.5 million. The breakdown of that restitution amount is outlined below:

- The defendants have previously settled with the Chippewa Cree Tribe in a civil case. The entirety of that judgement must be paid, and all such payments will offset the amount of restitution to be paid in this criminal case.

- The defendants must pay an additional $1.4 million as a result of this criminal case. Of that $1.4 million, Martin Gasper Mazzara is responsible for $700,000 and Zachary Brooke Roberts is responsible for $700,000.

- Prior to sentencing, Martin Gasper Mazzara and Zachary Brooke Roberts agree to provide full restitution or secure other collateral to ensure the full restitution is paid.

ANTICIPATED EVIDENCE

If this case were tried in United States District Court, the United States would prove the following:

Encore Services, LLC, Zachary Brooke Roberts, and Martin Gasper Mazzara (the “defendants”), through a backdated and inflated 15% Fee Agreement, were paid over $3.5 million from the Chippewa Cree Tribe. The defendants then funneled money from Nevada back to Montana, through wires, to Ideal Consulting. Ideal Consulting was a shell company used to distribute payments (most of which exceeded $10,000) to Neal Rosette and Billi Anne Morsette, both of whom were tribal officials. This scheme was created to conceal from the tribal people the $1.2 million in kickbacks to Rosette and Morsette.

The defendants engaged in the above scheme by inflating their invoices from 10% to 15%, which was done to conceal the 5% funneled back to Ideal Consulting. In order to perpetuate the scheme, the defendants generated false invoices from Encore Services, LLC, and they also accepted false invoices from Ideal Consulting. For example, Ideal Consulting submitted invoices for "consulting" services to the defendants, but those invoices were bogus and no consulting services ever occurred from Ideal Consulting. The defendants then spent the money in amounts that exceeded $10,000 once it arrived in their personal bank accounts.

The scheme is outlined in a chart below:

//

//

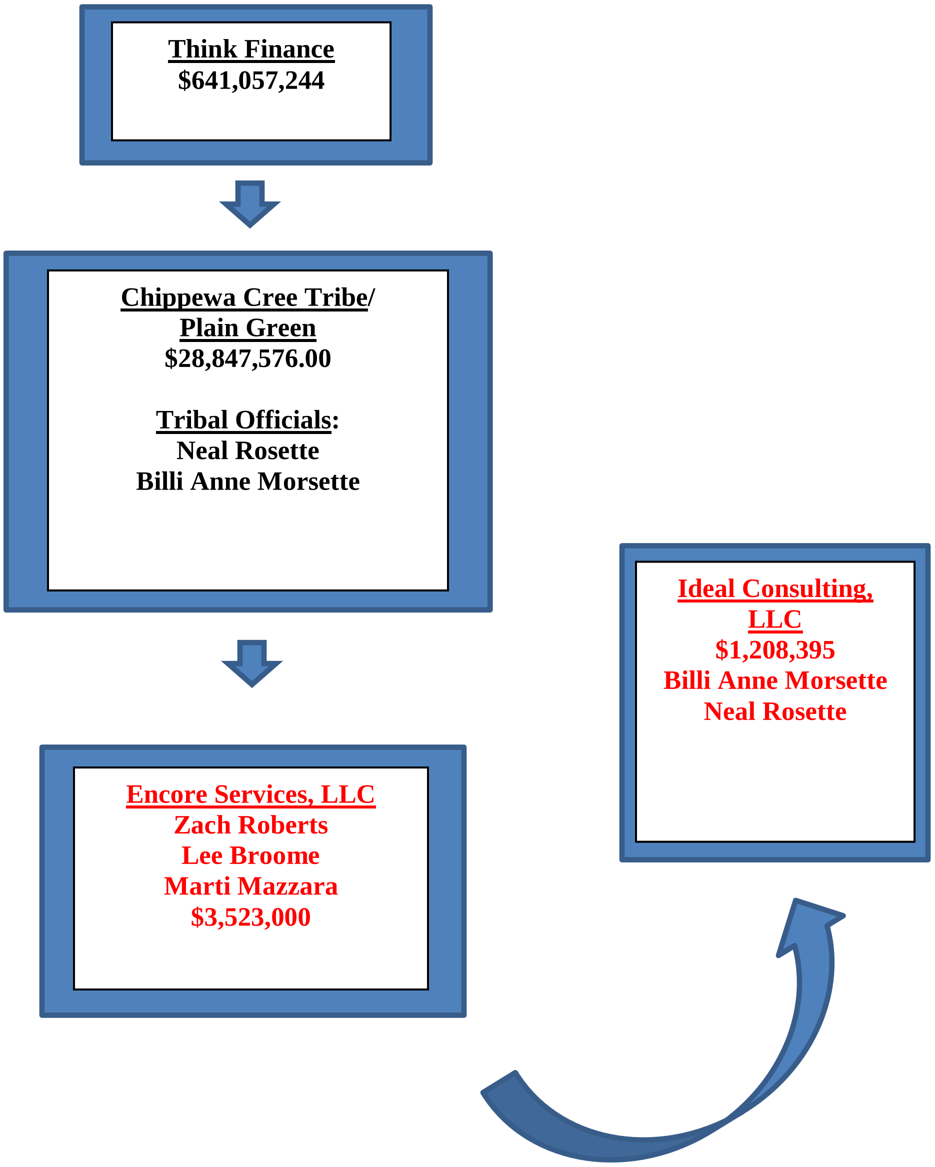
//

//

//

//

//


Think Finance
$641,057,244
Chippewa Cree Tribe/
Plain Green
$28,847,576.00
Tribal Officials:
Neal Rosette
Billi Anne Morsette
Ideal Consulting,
LLC
$1,208,395
Billi Anne Morsette
Neal Rosette
Encore Services, LLC
Zach Roberts
Lee Broome
Marti Mazzara
$3,523,000

When the above scheme was discovered, the defendants, in October of 2012, backdated a "Joint Venture Agreement" by over 15 months to act as cover for the money paid to Rosette and Morsette though Ideal Consulting.

The total amount of money paid to the defendants was $3.523 million. Given that the defendants provided services and had a claim of exclusivity to all lending operations on the Chippewa Cree Tribe, the parties stipulate that the full amount of restitution due to the Chippewa Cree Tribe is $2.5 million.

The United States would have presented this evidence through the testimony of law enforcement and lay witnesses.

DATED this 27th day of April, 2017.

MICHAEL W. COTTER
United States Attorney

/s/ Ryan G. Weldon
RYAN G. WELDON
Assistant U.S. Attorney

/s/ Bryan T. Dake
BRYAN T. DAKE
Assistant U.S. Attorney